UNITED STATES PATENT AND TRADEMARK OFFICE

APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
10/694,120	10/27/2003	Carl G. Biats JR.	50086-0001	2517

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EXAMINER
SEREBOFF, NEAL

ART UNIT	PAPER NUMBER
3626	

SHORTENED STATUTORY PERIOD OF RESPONSE	MAIL DATE	DELIVERY MODE
3 MONTHS	01/18/2007	PAPER

Please find below and/or attached an Office communication concerning this application or proceeding.

If NO period for reply is specified above, the maximum statutory period will apply and will expire 6 MONTHS from the mailing date of this communication.

	Application No.	Applicant(s)
Office Action Summary	10/694,120	BIATS, CARL G.
	Examiner	Art Unit	
	Neal R. Sereboff	3626	

-- *The MAILING DATE of this communication appears on the cover sheet with the correspondence address* --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE <u>3</u> MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.
- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

1) ☐ Responsive to communication(s) filed on _____.

2a) ☐ This action is **FINAL**.   2b) ☒ This action is non-final.

3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

4) ☒ Claim(s) *1-50* is/are pending in the application.

   4a) Of the above claim(s) _____ is/are withdrawn from consideration.

5) ☐ Claim(s) _____ is/are allowed.

6) ☒ Claim(s) *1-50* is/are rejected.

7) ☐ Claim(s) _____ is/are objected to.

8) ☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

9) ☐ The specification is objected to by the Examiner.

10) ☒ The drawing(s) filed on <u>27 October 2003</u> is/are: a) ☐ accepted or b) ☒ objected to by the Examiner.

   Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).

   Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).

11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).

   a) ☐ All   b) ☐ Some * c) ☐ None of:

     1. ☐ Certified copies of the priority documents have been received.

     2. ☐ Certified copies of the priority documents have been received in Application No. _____.

     3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

   * See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

1) ☒ Notice of References Cited (PTO-892)

2) ☐ Notice of Draftsperson's Patent Drawing Review (PTO-948)

3) ☒ Information Disclosure Statement(s) (PTO/SB/08)
   Paper No(s)/Mail Date <u>11/10/2003</u>.

4) ☐ Interview Summary (PTO-413)
   Paper No(s)/Mail Date _____.

5) ☐ Notice of Informal Patent Application

6) ☐ Other: _____.

DETAILED ACTION

1.   Claims 1 – 50 are pending and the Information Disclosure Statement (PTO-1449)

submitted on 11/10/2003 has been considered.

Drawings

2.   The drawings are objected to as failing to comply with 37 CFR 1.84(p)(5) because they

include the following reference character(s) not mentioned in the description: Figure 3 #151.

Corrected drawing sheets in compliance with 37 CFR 1.121(d), or amendment to the

specification to add the reference character(s) in the description in compliance with 37 CFR

1.121(b) are required in reply to the Office action to avoid abandonment of the application. Any

amended replacement drawing sheet should include all of the figures appearing on the immediate

prior version of the sheet, even if only one figure is being amended. Each drawing sheet

submitted after the filing date of an application must be labeled in the top margin as either

"Replacement Sheet" or "New Sheet" pursuant to 37 CFR 1.121(d). If the changes are not

accepted by the examiner, the applicant will be notified and informed of any required corrective

action in the next Office action. The objection to the drawings will not be held in abeyance.

Claim Objections

3.   Claim 49 is objected to because of the following informalities: Claim 49 does not end

with a period (.). Appropriate correction is required.

Claim Rejections - 35 USC § 102

4.   The following is a quotation of the appropriate paragraphs of 35 U.S.C. 102 that form the

basis for the rejections under this section made in this Office action:

A person shall be entitled to a patent unless –

(e) the invention was described in (1) an application for patent, published under section 122(b), by another filed in the United States before the invention by the applicant for patent or (2) a patent granted on an application for patent by another filed in the United States before the invention by the applicant for patent, except that an international application filed under the treaty defined in section 351(a) shall have the effects for purposes of this subsection of an application filed in the United States only if the international application designated the United States and was published under Article 21(2) of such treaty in the English language.

5.   **Claims 1 – 4, 6 – 12, 17 – 21, 23, 27 – 28, 37, and 46** are rejected under 35 U.S.C. 102

(e) as being anticipated by Wamsley et al., U.S. Pre-Grant Publication Number 2005/ 0086180

(see Reference A on the attached PTO-892).

6.   As per claim 1, Wamsley teaches a system for managing healthcare claims, for which

liability insurers are financially responsible, comprising:

        a.   At least one system administrator in privity, directly or indirectly, with at least

one healthcare provider member, and at least one liability insurer member (see paragraph

9 where the administrator is a computer that connects the healthcare provider member

with the liability insurer member);

        b.   At least one passive healthcare provider network including (see paragraph 71)

said at least one healthcare provider member having a set of network provider rules (see

paragraph 65 where the client coverage amount is determined); and,

        c.   At least one liability insurer network including said at least one liability insurer

member having a set of policy rules wherein said at least one system administrator

receives claims, applies said network provider rules, transmits said claim for application

of said policy rules, and pays said claim in accordance therewith (see paragraph 65).

7.   As per claim 2, Wamsley teaches the system of claim 1 as described above. Wamsley

further teaches the system wherein said policy rules are applied by said at least one liability

insurer member (see paragraph 100 where the insurer questions the coverage).

8.   As per claim 3, Wamsley teaches the system of claim 1 as described above. Wamsley

further teaches the system wherein said policy rules are applied by said at least one system

administrator (see paragraph 131 where if the defendant does not have an insurance company,

then the system sets the claims to his attorney).

9.   As per claim 4, Wamsley teaches the system of claim 1 as described above. Wamsley

further teaches the system wherein said system is automated by means of application service

provider having communication links among said at least one liability insurer member, said at

least one system administrator, and; said least one healthcare provider member (see paragraph

104 where the communication is done by mail).

10.   As per claim 6, Wamsley teaches the system of claim 1 as described above. Wamsley

further teaches the system wherein said claim is generated, at least in part, by said a least one

healthcare provider member prior to providing healthcare (see paragraph 11, where the potential

healthcare is part of the personal injury claim).

11.   As per claim 7, Wamsley teaches the system of claim 1 as described above. Wamsley

further teaches the system wherein said claim is tested for compliance with the system criteria

and then tested for systems eligibility prior to application of said network provider rules (see

paragraph 11 where the defendant's eligibility is checked).

12.   As per claim 8, Wamsley teaches the system of claim 1 as described above. Wamsley

further teaches the system wherein said system includes a claim allocation fund (see paragraph

44 where the fund is the accident settlement).

13.   As per claim 9, Wamsley teaches the system of claim 8 as described above. Wamsley

further teaches the system wherein said at least on system administrator applies the allocation

fund rules as between potentially liable liability insurer members to establish initial allocated

liability for payment of said claim (see paragraph 44 where the attorney applies these rules).

14.   As per claim 10, Wamsley teaches the system of claim 1 as described above. Wamsley

further teaches the system wherein said system further comprises at least one pending claim

database and at least one paid claim database in communication, one with the other (see

paragraph 9 where the sole computer manages the data within a single database).

15.   As per claim 11, Wamsley teaches the system of claim 1 as described above. Wamsley

further teaches the system wherein said claim is generated, at least in part by a claimant (see

paragraph 40 where the injured party starts the claim process).

16.   As per claim 12, Wamsley teaches the system of claim 1 as described above. Wamsley

further teaches the system wherein said claim is generated, at least in part by a member

healthcare provider (see paragraph 73 where the medical provider issues a bill for services

rendered).

17.   As per claim 17, Wamsley teaches the method for managing claims relating to healthcare

provided by a member healthcare provider, for which a liability insurer, within a liability insurer

network, is financially responsible, comprising the steps of

    a) Receiving a claim for healthcare (see paragraph 72);

    b) Applying the network rules associated with a passive healthcare provider network in

    which said healthcare provider is a member, to the claim (see paragraph 73),

    c) Applying the policy rules associated with the member liability insurer network to the

    claim (see paragraph 82 where the medical provider must provide the appropriate

    documentation);

    d) Processing the appropriate payment of the claim (see paragraph 83).

18.   As per claim 18, Wamsley teaches the method of claim 17 as described above. Wamsley further teaches the method comprising the steps of establishing compliance and eligibility of the claim (see paragraph 11 where the defendant's compliance and eligibility are checked).

19.   As per claim 19, Wamsley teaches the method of claim 17 as described above. Wamsley further teaches the method comprising determining the level of liability by each liability insurer member within a liability insurer network prior to processing said appropriate payment of the claim (see paragraph 44 where the attorney applies these rules to determine who is owed).

20.   As per claim 20, Wamsley teaches the method of claim 19 as described above. Wamsley further teaches the method wherein a claim allocation fund (see paragraph 44 where the fund is the settlement amount) is used to satisfy the level of financial liability of each liability insurer member for unresolved financial liability using allocation fund rules (see paragraph 44 where the attorney applies these rules).

21.   As per claim 21, Wamsley teaches the method of claim 17 as described above. Wamsley further teaches the method wherein a system administrator is used to facilitate the steps (see paragraph 44 where the system administrator is an attorney).

22.   As per claim 23, Wamsley teaches a method for facilitating compliance with policy rules governing coverage by a liability insurer for healthcare provided to a claimant by a member healthcare provider comprising the steps of:

    b) Receiving a liability generated claim for healthcare (see paragraph 72);

    c) Applying provider network rules to said claim (see paragraph 73);

d) Determining the level of liability coverage for the claim (see paragraph 82 where the

medical provider must provide the appropriate documentation to prove liability amount);

and

e) Processing payment or authorization to provide healthcare for said claim based thereon

(see paragraph 83, where payment processing is performed through the demand

procedure).

23.   As per claim 27, Wamsley teaches the method of claim 23 as described above. Wamsley

further teaches the method wherein initial financial liability for said covered claim is resolved by

use of allocation fund rules applied (see paragraph 44 where the attorney applies these rules) to

a claim allocation fund (see paragraph 44 where the fund is the settlement amount).

24.   As per claim 28, Wamsley teaches the method of claim 23 as described above. Wamsley

further teaches the method wherein said claim includes claimant information; liability insurer

information; prescription information associated with the healthcare; injury or wound

information associated with the healthcare; and combinations thereof (see paragraph 150 where

the medical treatment information includes prescription information and injury or wound

information).

25.   As per claim 37, Wamsley teaches a system for facilitating compliance with policy rules

governing coverage by a liability insurer for healthcare provided to a claimant by a member

healthcare provider, wherein the healthcare is administered under provider network rules in a

passive healthcare provider network comprising:

a) Means for receiving a liability claim for said healthcare (see paragraph 72 where the

means is an attorney administrator of the passive healthcare network);

b) Means for applying said provider network rules associated with said passive healthcare provider network (see paragraph 73 where the means is an attorney healthcare network system administrator using a computer);

c) Means for applying said policy rules governing coverage by a liability insurer of said claim (see paragraph 82 where the medical provider must provide the appropriate documentation to prove liability amount and where the means is an attorney passive healthcare network system administrator using a computer);

d) Means for approving the level of coverage by the liability insurer for said claim (see paragraph 129 where the means is an attorney healthcare network system administrator using a computer), and,

e) Means for processing payment for said claim (see paragraph 83, where payment processing is performed through the demand procedure and where the means is an attorney passive healthcare network system administrator using a computer).

26.   As per claim 46, Wamsley teaches a system of claim 37 as described above. Wamsley further teaches the system wherein said means for approval further comprises determining initial financial liability for said claim by use of allocation fund rules (see paragraph 44 where the attorney applies these rules) applied to a claim allocation fund (see paragraph 44 where the fund is the settlement amount).

Claim Rejections - 35 USC § 103

27.   The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person

having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negatived by the manner in which the invention was made.

28.   **Claims 22, 24, 25, 43, 44** are rejected under 35 U.S.C. 103(a) as being unpatentable over Wamsley et al., U.S. Pre-Grant Publication Number 2005/ 0086180 (see reference A on the attached PTO-892) in view of notice.

29.   As per claim 22, Wamsley teaches the method of claim 17 as described above. Wamsley further teaches the method wherein said method is application service provider based (see paragraph 77 where a letter is generated by way of the U.S. Postal Service acting as the application service provider). The examiner takes official notice that it would have been obvious to one of ordinary skill in the art at the time of the invention to make the mail carrier the U.S. Postal Service. One would have been motivated to make the mail carrier the U.S. Postal Service because the U.S. Postal Service has been delivering mail since July 26, 1775.

30.   As per claim 24, Wamsley teaches the method of claim 23 as described above. Wamsley further teaches the method wherein said method is application service provider based (see paragraph 77 where a letter is generated by way of the U.S. Postal Service acting as the application service provider). The examiner takes official notice that it would have been obvious to one of ordinary skill in the art at the time of the invention to make the mail carrier the U.S. Postal Service. One would have been motivated to make the mail carrier the U.S. Postal Service because the U.S. Postal Service has been delivering mail since July 26, 1775.

31.   As per claim 25, Wamsley teaches the method of claim 24 as described above. Wamsley further teaches the method wherein a system administrator administers said application service provider based method (see paragraph 138 where the mailing is overseen by the U.S. Postal Service). The examiner takes official notice that it would have been obvious to one of ordinary

skill in the art at the time of the invention to make the mail carrier the U.S. Postal Service. One would have been motivated to make the mail carrier the U.S. Postal Service because the U.S. Postal Service has been delivering mail since July 26, 1775.

32.   As per claim 43, Wamsley teaches a system of claim 37 as described above. Wamsley further teaches the system wherein said system is application service provider based (see paragraph 77 where a letter is generated by way of the U.S. Postal Service acting as the application service provider). The examiner takes official notice that it would have been obvious to one of ordinary skill in the art at the time of the invention to make the mail carrier the U.S. Postal Service. One would have been motivated to make the mail carrier the U.S. Postal Service because the U.S. Postal Service has been delivering mail since July 26, 1775.

33.   As per claim 44, Wamsley teaches a system of claim 43 as described above. Wamsley further teaches the system wherein said system administrator administers said application service provider based method (see paragraph 138 where the mailing is overseen by the U.S. Postal Service). The examiner takes official notice that it would have been obvious to one of ordinary skill in the art at the time of the invention to make the mail carrier the U.S. Postal Service. One would have been motivated to make the mail carrier the U.S. Postal Service because the U.S. Postal Service has been delivering mail since July 26, 1775.

34.   **Claims 5, 13 – 16, 26, 29 – 36, 38 – 42, 45, and 47 – 50** are rejected under 35 U.S.C. 103(a) as being unpatentable over Wamsley et al., U.S. Pre-Grant Publication Number 2005/ 0086180 (see reference A on the attached PTO-892) in view of Kessler et al., U.S. Pre-Grant Publication Number 2001/0034618 (see reference B on the attached PTO-892).

35.   As per claim 5, Wamsley teaches the system of claim 4 as described above.

Wamsley does not explicitly teach the system wherein said communication links are selected from dial-up networking, Digital Subscriber Lines, Asymmetric Digital Subscriber Lines, Virtual Private Network, LAN, WAN, cable, IR, radio frequency, cell, Internet, Intranet, satellite, and combinations thereof.

However, Kessler teaches the system wherein said communication links are selected from dial-up networking, Digital Subscriber Lines, Asymmetric Digital Subscriber Lines, Virtual Private Network, LAN, WAN, cable, IR, radio frequency, cell, Internet, Intranet, satellite, and combinations thereof (see Kessler paragraph 105 where the link is the Internet).

It would be prime facie obvious at the time the invention was created to add this feature into Wamsley. One of ordinary skill in the art would have added this feature into Wamsley in order to decrease the burden of order processing and claim adjudication (see Kessler paragraph 26).

36.   As per claim 13, Wamsley teaches the system of claim 1 as described above.

Wamsley does not explicitly teach the system wherein the policy rules include protocol rules; healing outcome rules; and economic outcome rules.

However, Kessler teaches the system wherein the policy rules include protocol rules; healing outcome rules; and economic outcome rules (see paragraph 120).

It would be prime facie obvious at the time the invention was created to add this feature into Wamsley. One of ordinary skill in the art would have added this feature into Wamsley in order to decrease the burden of order processing and claim adjudication (see Kessler paragraph 26).

37.   As per claim 14, Wamsley in view of Kessler teaches the system of claim 13 as described above.

Wamsley does not explicitly teach the system wherein the policy rules further includes formulary rules; utilization rules; authorization rules; and, deductible rules.

However, Kessler teaches the system wherein the policy rules further includes formulary rules; utilization rules; authorization rules; and, deductible rules (see paragraph 120).

It would be prime facie obvious at the time the invention was created to add this feature into Wamsley. One of ordinary skill in the art would have added this feature into Wamsley in order to decrease the burden of order processing and claim adjudication (see Kessler paragraph 26).

38.   As per claim 15, Wamsley teaches the system of claim 1 as described above.

Wamsley does not explicitly teach the system comprising: means for converting a first product code submitted with said claim to a more specific product code.

However, Kessler teaches the system comprising: means for converting a first product code submitted with said claim to a more specific product code (see paragraph 155).

It would be prime facie obvious at the time the invention was created to add this feature into Wamsley. One of ordinary skill in the art would have added this feature into Wamsley in order to decrease the burden of order processing and claim adjudication (see Kessler paragraph 26).

39.   As per claim 16, Wamsley in view of Kessler teaches the system of claim 15 as described above.

Wamsley does not explicitly teach the system comprising: means for providing said more specific product code to the liability insurer.

However, Kessler teaches the system comprising: means for providing said more specific product code to the liability insurer (see paragraph 251 where the means is the Internet).

It would be prime facie obvious at the time the invention was created to add this feature into

Wamsley. One of ordinary skill in the art would have added this feature into Wamsley in order

to decrease the burden of order processing and claim adjudication (see Kessler paragraph 26).

40.   As per claim 26, Wamsley teaches the method of claim 23 as described above.

Wamsley does not explicitly teach the method wherein said application service provider based

method utilizes communication links selected from dial-up networking, digital subscriber lines,

Asymmetric Digital subscriber lines, virtual private network, LAN, WAN, cable, IR, radio

frequency, cell, Internet, Intranet, and/or satellites.

However, Kessler teaches the method wherein said application service provider based method

utilizes communication links selected from dial-up networking, digital subscriber lines,

Asymmetric Digital subscriber lines, virtual private network, LAN, WAN, cable, IR, radio

frequency, cell, Internet, Intranet, and/or satellites (see Kessler paragraph 105 where the link is

the Internet).

It would be prime facie obvious at the time the invention was created to add this feature into

Wamsley. One of ordinary skill in the art would have added this feature into Wamsley in order

to decrease the burden of order processing and claim adjudication (see Kessler paragraph 26).

41.   As per claim 29, Wamsley teaches the method of claim 28 as described above.

Wamsley does not explicitly teach the method wherein said information associated with the

healthcare comprises a HCPCS product code corresponding to the healthcare.

However, Kessler teaches the method wherein said information associated with the healthcare

comprises a HCPCS product code corresponding to the healthcare (see paragraph 238).

It would be prime facie obvious at the time the invention was created to add this feature into

Wamsley. One of ordinary skill in the art would have added this feature into Wamsley in order

to decrease the burden of order processing and claim adjudication (see Kessler paragraph 26).

42.   As per claim 30, Wamsley in view of Kessler teaches the method of claim 29 as

described above.

Wamsley does not explicitly teach the method wherein said HCPCS product code is mapped to a

more specific product code.

However, Kessler teaches the method wherein said HCPCS product code is mapped to a more

specific product code (see paragraph 155).

It would be prime facie obvious at the time the invention was created to add this feature into

Wamsley. One of ordinary skill in the art would have added this feature into Wamsley in order

to decrease the burden of order processing and claim adjudication (see Kessler paragraph 26).

43.   As per claim 31, Wamsley in view of Kessler teaches the method of claim 30 as

described above.

Wamsley does not explicitly teach the method wherein said more specific product code is

provided to the liability insurer member.

However, Kessler teaches the method wherein said more specific product code is provided to the

liability insurer member (see paragraph 239 where the member is a third party payor).

It would be prime facie obvious at the time the invention was created to add this feature into

Wamsley. One of ordinary skill in the art would have added this feature into Wamsley in order

to decrease the burden of order processing and claim adjudication (see Kessler paragraph 26).

44.   As per claim 32, Wamsley teaches the method of claim 23 as described above.

Wamsley does not explicitly teach the method wherein the rules governing coverage comprise: protocol rules; healing outcome rules; and economic outcome rules.

However, Kessler teaches the method wherein the rules governing coverage comprise: protocol rules; healing outcome rules; and economic outcome rules (see paragraph 140).

It would be prime facie obvious at the time the invention was created to add this feature into Wamsley. One of ordinary skill in the art would have added this feature into Wamsley in order to decrease the burden of order processing and claim adjudication (see Kessler paragraph 26).

45. As per claim 33, Wamsley in view of Kessler teaches the method of claim 32 as described above.

Wamsley does not explicitly teach the method wherein the rules governing coverage further comprise: formulary rules; utilization rules; authorization rules; co-payment rules; and deductible rules.

However, Kessler teaches the method wherein the rules governing coverage further comprise: formulary rules; utilization rules; authorization rules; co-payment rules; and deductible rules (see paragraph 140).

It would be prime facie obvious at the time the invention was created to add this feature into Wamsley. One of ordinary skill in the art would have added this feature into Wamsley in order to decrease the burden of order processing and claim adjudication (see Kessler paragraph 26).

46. As per claim 34, Wamsley teaches the method of claim 23 as described above.

Wamsley does not explicitly teach the method wherein authorization step further comprises: initiating the release of the healthcare service from the provider to the claimant.

However, Kessler teaches the method wherein authorization step further comprises: initiating the release of the healthcare service from the provider to the claimant (see paragraph 159).

It would be prime facie obvious at the time the invention was created to add this feature into Wamsley. One of ordinary skill in the art would have added this feature into Wamsley in order to decrease the burden of order processing and claim adjudication (see Kessler paragraph 26).

47.   As per claim 35, Wamsley teaches the method of claim 23 as described above.

Wamsley does not explicitly teach the method further comprising: <u>automatically processing fulfillment of future claims determined by said authorization step.</u>

However, Kessler teaches the method further comprising: automatically processing fulfillment of future claims determined by said authorization step (see paragraph 162).

It would be prime facie obvious at the time the invention was created to add this feature into Wamsley. One of ordinary skill in the art would have added this feature into Wamsley in order to decrease the burden of order processing and claim adjudication (see Kessler paragraph 26).

48.   As per claim 36, Wamsley teaches the method of claim 23 as described above.

Wamsley does not explicitly teach the method wherein the method is <u>applied to ancillary healthcare.</u>

However, Kessler teaches the method wherein the method is applied to ancillary healthcare (see paragraph 119).

It would be prime facie obvious at the time the invention was created to add this feature into Wamsley. One of ordinary skill in the art would have added this feature into Wamsley in order to decrease the burden of order processing and claim adjudication (see Kessler paragraph 26).

49.   As per claim 38, Wamsley teaches the system of claim 37 as described above.

Wamsley does not explicitly teach the system wherein the <u>rules governing coverage comprise:</u> <u>protocol rules; healing outcome rules; and economic outcome rules.</u>

However, Kessler teaches the system wherein the rules governing coverage comprise: protocol rules; healing outcome rules; and economic outcome rules (see paragraph 140).

It would be prime facie obvious at the time the invention was created to add this feature into Wamsley. One of ordinary skill in the art would have added this feature into Wamsley in order to decrease the burden of order processing and claim adjudication (see Kessler paragraph 26).

50.   As per claim 39, Wamsley teaches the system of claim 38 as described above.

Wamsley does not explicitly teach the system wherein the <u>rules governing coverage further</u> <u>comprise: formulary rules; utilization rules; authorization rules; and deductible rules.</u>

However, Kessler teaches the system wherein the rules governing coverage further comprise: formulary rules; utilization rules; authorization rules; and deductible rules (see paragraph 140).

It would be prime facie obvious at the time the invention was created to add this feature into Wamsley. One of ordinary skill in the art would have added this feature into Wamsley in order to decrease the burden of order processing and claim adjudication (see Kessler paragraph 26).

51.   As per claim 40, Wamsley teaches the system of claim 37 as described above.

Wamsley does not explicitly teach the system <u>further comprising: means for converting a first</u> <u>product code submitted with said claim to a more specific product code.</u>

However, Kessler teaches the system further comprising: means for converting a first product code submitted with said claim to a more specific product code (see paragraph 155 where the means is a computer).

It would be prime facie obvious at the time the invention was created to add this feature into

Wamsley. One of ordinary skill in the art would have added this feature into Wamsley in order

to decrease the burden of order processing and claim adjudication (see Kessler paragraph 26).

52.   As per claim 41, Wamsley teaches the system of claim 40 as described above.

Wamsley does not explicitly teach the system further comprising: means for providing said more

specific product code to the liability insurer.

However, Kessler teaches the system further comprising: means for providing said more specific

product code to the liability insurer (see paragraph 251 where the means is the Internet).

It would be prime facie obvious at the time the invention was created to add this feature into

Wamsley. One of ordinary skill in the art would have added this feature into Wamsley in order

to decrease the burden of order processing and claim adjudication (see Kessler paragraph 26).

53.   As per claim 42, Wamsley teaches the system of claim 41 as described above.

Wamsley does not explicitly teach the system wherein the system is used for ancillary

healthcare.

However, Kessler teaches the system wherein the system is used for ancillary healthcare (see

paragraph 119).

It would be prime facie obvious at the time the invention was created to add this feature into

Wamsley. One of ordinary skill in the art would have added this feature into Wamsley in order

to decrease the burden of order processing and claim adjudication (see Kessler paragraph 26).

54.   As per claim 45, Wamsley teaches the system of claim 44 as described above.

Wamsley does not explicitly teach the system wherein said communication links are selected

from dial-up networking, digital subscriber lines, asymmetric digital subscriber lines, virtual

private network, LAN, WAN, cable, IR, radio frequency, cell, Internet, Intranet, satellite, and

combinations thereof.

However, Kessler teaches the system wherein said communication links are selected from dial-

up networking, digital subscriber lines, asymmetric digital subscriber lines, virtual private

network, LAN, WAN, cable, IR, radio frequency, cell, Internet, Intranet, satellite, and

combinations thereof (see Kessler paragraph 105 where the link is the Internet).

It would be prime facie obvious at the time the invention was created to add this feature into

Wamsley. One of ordinary skill in the art would have added this feature into Wamsley in order

to decrease the burden of order processing and claim adjudication (see Kessler paragraph 26).

55.   As per claim 47, Wamsley teaches the system of claim 37 as described above.

Wamsley does not explicitly teach the system wherein said claim includes claimant information;

liability insurer information; prescription information associated with the healthcare; injury or

wound information associated with the healthcare; and combinations thereof.

However, Kessler teaches the system wherein said claim includes claimant information; liability

insurer information; prescription information associated with the healthcare; injury or wound

information associated with the healthcare; and combinations thereof (see paragraph 150 where

the medical treatment information includes prescription information and injury or wound

information).

It would be prime facie obvious at the time the invention was created to add this feature into

Wamsley. One of ordinary skill in the art would have added this feature into Wamsley in order

to decrease the burden of order processing and claim adjudication (see Kessler paragraph 26).

56. As per claim 48, Wamsley in view of Kessler teaches the system of claim 47 as described above.

Wamsley does not explicitly teach the system wherein <u>said information associated with the healthcare comprises a HCPCS product code corresponding to the Healthcare.</u>

However, Kessler teaches the system wherein said information associated with the healthcare comprises a HCPCS product code corresponding to the Healthcare (see paragraph 238).

It would be prime facie obvious at the time the invention was created to add this feature into Wamsley. One of ordinary skill in the art would have added this feature into Wamsley in order to decrease the burden of order processing and claim adjudication (see Kessler paragraph 26).

57. As per claim 49, Wamsley in view of Kessler teaches the system of claim 48 as described above.

Wamsley does not explicitly teach the system wherein said <u>HCPCS product code is mapped to a more specific product code.</u>

However, Kessler teaches the system wherein said HCPCS product code is mapped to a more specific product code (see paragraph 155).

It would be prime facie obvious at the time the invention was created to add this feature into Wamsley. One of ordinary skill in the art would have added this feature into Wamsley in order to decrease the burden of order processing and claim adjudication (see Kessler paragraph 26).

58. As per claim 50, Wamsley in view of Kessler teaches the system of claim 49 as described above.

Wamsley does not explicitly teach the system <u>wherein said more specific product code is provided to the liability insurer member.</u>

However, Kessler teaches the system wherein said more specific product code is provided to the liability insurer member (see paragraph 239 where the member is a third party payor).

It would be prime facie obvious at the time the invention was created to add this feature into Wamsley. One of ordinary skill in the art would have added this feature into Wamsley in order to decrease the burden of order processing and claim adjudication (see Kessler paragraph 26).
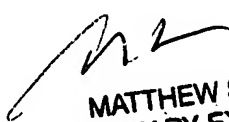
Conclusion

Any inquiry concerning this communication or earlier communications from the examiner should be directed to Neal R. Sereboff whose telephone number is (571) 270-1373. The examiner can normally be reached on Mon thru Thur from 7:30am to 5pm, with 1st Fri off.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Patrick Nolan can be reached on (571) 272-0847. The fax phone number for the organization where this application or proceeding is assigned is 571-273-8300.

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